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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/735,728	12/12/2000	David Teller		4538

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EXAMINER

GARCIA, ERNESTO

ART UNIT PAPER NUMBER

3679

DATE MAILED: 09/09/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/735,728

Applicant(s)

TELLER, DAVID

Examiner

Ernesto Garcia

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 June 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) 28-32 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-27 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 18 March 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

Drawings

The drawings were received on 3/18/04. These drawings are acceptable.

Election/Restrictions

Claims 28-32 are withdrawn from further consideration pursuant to 37 CFR 1.12(b) as being drawn to a nonelected invention, there being no allowable generic or linking claim. Election was made **without** traverse in Paper No. 3.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 15-27 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Regarding claim 15, the meets and bounds of the claims are unclear. Applicant has stated that the retailer computer is able to perform steps 1-3; however, there is

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nothing in the claims as far as structure or software is concern that is present to allow the computer to be able to perform as indicated in steps 1-3. In other terms, applicant has failed to include how the computer does the abilities stated in steps 1-3. Does just providing a retailer computer and a network communications interface between the network system and the retailer computer makes the retailer computer perform as stated?

Regarding claims 16-22, the claims depend from claim 15 and therefore are indefinite.

Regarding claim 23, the meets and bounds of the claims are unclear. Applicant has stated that the customer computer is able to perform steps 1-3; however, there is nothing in the claims as far as structure or software is concern that is present to allow the computer to be able to perform as indicated in steps 1-3. In other terms, applicant has failed to include how the computer does the abilities stated in steps 1-3. Does just providing a customer computer and a network communications interface between the network system and the customer computer makes the customer computer perform as stated?

Regarding claims 24-27, the claims depend from claim 23 and therefore are indefinite.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Southam, 6,594,641.

Regarding claim 1, Southam discloses a method comprises:

support an interactive computer network purchase session in which a remote customer places a product order with a retailer (col. 4, lines 45-48 discusses a computer performing a purchase session with the customer);

provide details of the product order to an independent local distributor geographically local to the customer (col. 2; lines 33-37; col. 2, lines 7-8 and col. 5, lines 26-30);

provide a receipt code from the retailer to the customer in a return computer network message (col. 6, lines 17-20; see Figure 3 item 66);

initiate delivery of the at least one product from the independent local distributor to the customer (col. 6, lines 21-22);

confirm delivery of the one or more ordered products (through the UPS, FedEx, a carrier, etc. does the customer confirm delivery); confirm delivery comprises the retailer making payment to the distributor for the delivery of the one or more products to the customer upon the retailer verifying the receipt code received from the distributor is identical to the receipt code provided to the customer (customer identifier; col. 2, lines 3-11; applicant is reminded that when the customer signs delivery of the product through FedEx, the customer is inherently giving the distributor the receipt code to the distributor upon delivery; By signing, the customer agrees that the information given on the email message is identical as confirmed on the FedEx tracking system. Inherently, the customer gives the receipt code to the distributor upon signing. The receipt code can include the name of the customer, credit card information, track number, order number, phone number, etc.) Therefore, it is inherent that the independent local distributor returns the receipt code to the retailer to confirm the services have been rendered and get paid as indicated in col. 2, lines 3-11).

Regarding claim 2, support the purchase session comprises maintain an internet web site. Applicant is reminded that the customer is able to place the product order and to make payment to the retailer.

Regarding claim 3, the details of the product order are provided by sending a computer network message from the retailer to the independent local distributor. The message lists the products ordered and the customer (col. 5, lines 26-30).

Regarding claim 4, a request from the retailer to the distributor initiates delivery (col. 5, lines 26-30).

Regarding claim 5, the retailer receives delivery confirmation through a computer network message containing the receipt code.

Regarding claim 6, initiate delivery comprises communicating a bid.

Regarding claims 7 and 13, the bid includes an election of delivery level of service (choosing regular mail is an election of delivery level of service that is very low quality versus FedEx overnight delivery, an election of delivery level of service that is high quality).

Regarding claims 8 and 14, the retailer requests only one local distributor to deliver the product.

Regarding claim 9, Southham discloses a method comprises:

receive a product order at a retailer computer site receives the product order from a remote customer; the product order comprises a communication message sent over an interactive computer network system from the customer to the retailer; and, the customer specifies one or more retailer products;

send details of the product order from the retailer computer site to an independent local distributor who is local to the customer;

send a receipt code, in a communication message over the computer network system, from the retailer computer site to the customer;

confirm delivery of the one or more ordered products (through the UPS, FedEx, a carrier, etc. does the customer confirm delivery); confirm delivery comprises the retailer making payment to the distributor for the delivery of the one or more products to the customer upon the retailer verifying the receipt code received from the distributor is identical to the receipt code provided to the customer (customer identifier; col. 2, lines 3-11; applicant is reminded that when the customer signs delivery of the product through FedEx, the customer is inherently providing the receipt code to the distributor upon delivery; By signing, the customer agrees that the information given on the email message is identical as confirmed on the FedEx tracking system. Inherently, the customer gives the receipt code to the distributor upon signing. The receipt code can include the name of the customer, credit card information, track number, order number, phone number, etc.) Therefore, it is inherent that the independent local distributor returns the receipt code to the retailer to confirm the services have been rendered and get paid as indicated in col. 2, lines 3-11).

Regarding claim 10, the interactive computer network system comprises an internet.

Regarding claim 11, sending the details of the product order comprises sending a computer network message, listing the products ordered and identifying the customer, and requesting a bid from one local distributor (the independent local distributor) for contracting delivery of the product order.

Regarding claim 12, the method further includes initiate delivery by communicating a bid for contracting delivery from one of the distributors to the retailer.

Regarding claim 15, Southam discloses in Figure 1 a computer system comprising a retailer computer **22**, a network communication interface (it is well known that a network communication interface is an external modem or an internal modem), and an interactive computer network system (an internet; although not shown in Figure 1 the internet is located between customer's computer 12 and the retailer computer 22; see abstract). The network communication interface (the modem) is between the interactive computer network system and the retailer computer **22**.

Applicant is reminded that the retailer computer **22** is able to receive a product order from a remote customer. The product order comprises a communication

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message in which the customer specifies one or more retailer products for purchase and delivery. The communication message is sent over the network system from the customer through the communications interface and to the retailer computer. The retailer computer **22** is able to send details of the product order from the retailer computer to an independent local distributor who is geographically local to the customer and able to send the receipt code in a communication message over the network system from the retailer computer through the communications interface to the customer. The receipt code is stored on the retailer computer. The retailer computer **22** is able to confirm delivery of the one or more retailer products. Delivery is confirmed by the customer sending the receipt code to the local distributor, and the retailer initiates payment to the independent distributor in response to the receipt code being received by the retailer from the independent distributor and the received receipt code being verified as being identical to the receipt code stored in the retailer computer.

Regarding claim 16, the interactive computer network system comprises an Internet.

Regarding claim 17, applicant is reminded that the details of the product order comprise an e-mail message sent over an Internet to the independent local distributor, listing the at least one product and identify the customer.

Regarding claim 18, delivery is confirmed by a computer network message received at the retailer computer, the message containing the receipt code. The receipt code of the message is verified as being identical to the receipt code provided by the retailer computer to the customer.

Regarding claim 19, the retailer computer is able to send the details of the product order. Applicant is reminded that the method of sending the details is not germane to the issue of patentability of the computer system itself. Therefore, this limitation has been given limited patentable weight. See MPEP ' 2113. Applicant is reminded that the retailer computer is able to send a computer network message to the local distributor, list the products in the product order and identify the customer, and request a bid from the local distributor for contracting delivery of the product order.

Regarding claim 20, the retailer computer is able to initiate delivery after receiving the bid.

Regarding claim 21, the bid includes an election of delivery lever of service.

Regarding claim 22, the retailer is able to request the local distributor to deliver the product.

Regarding claim 23, Southam discloses in Figure 1 a computer system comprising a customer computer **12**, a network communication interface (it is well known that a network communication interface is an external modem or an internal modem), and an interactive computer network system (an internet; although not shown in Figure 1 the internet is located between customer's computer 12 and the retailer computer 22; see abstract). The customer computer **12** is at the customer location. The network communication interface (the modem) is between the interactive computer network system and the customer computer **12**.

Applicant is reminded that the customer computer **12** is able to send a product order to a business retailer computer at a remote location. The product order comprises a communication message sent over the network system from the customer through the interface and to the business retailer computer, in which the customer is able to specify at least one retailer product for purchase and delivery. The customer computer **12** is able to receive a receipt code in a communication message from the business retailer computer over the computer network system through the communications interface to confirm to the customer that the business retailer computer has sent details of the product order to an independent local distributor who is local to the customer. The customer can provide the receipt code to the independent local distributor upon delivery to the customer. The receipt code can be verified by the business retailer computer as being the receipt code that is to be sent to the customer. The business retailer

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computer can initiate payment processing to the local distributor upon the receipt code being verified by the business retailer computer.

Regarding claim 24, the interactive computer network system comprises an internet.

Regarding claim 25, the details of the product order comprise a computer network message sent over an internet to the independent local distributor, listing the products of the order and identify the customer.

Regarding claim 26, the delivery confirmation comprises a computer network message received at the retailer computer. The message contains the receipt code verified as being identical to the receipt code provided by the retailer computer to the customer.

Regarding claim 27, the customer computer is able to specify an election of delivery lever of service for the product order.

Response to Arguments

Applicant's arguments with respect to claims 1-27 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

Applicant is informed that ordering services or product before the internet have been known to as follows. A client usually calls a 1-800 number for services or products and provides customer information and credit card number. A contractor will deliver the services or products and brings a copy of the order. Upon delivering the services or products, the customer signs and agrees that the tracking number or order number matches. Signing inherently gives the service contractor, the name of the customer which is a receipt code. Signing also agrees to concise information. Once the job is done, the contractor takes the completed order and confirms to the retailer that the order has been rendered. At such point, the contractor provides the information, provided by the retailer to the customer, to the retailer. The retailer has to match it in order to verify such claim by the contractor. It will be evident that it is in the retailer's interest to verify the completed order by getting a copy of the signed ordered. There is nothing novel in taking this concept and use email to exchange information or order services and products online.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. In particular, the new limitation "providing the receipt code from the customer to the independent local distributor upon delivery" in claims 1 and 9, the removal of "at a retailer business site" in claim 15, and the removal of the limitation "at a customer location" in claim 23 necessitated the new grounds. Accordingly, **THIS**

ACTION IS MADE FINAL. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ernesto Garcia whose telephone number is 703-308-8606. The examiner can normally be reached from 9:30-6:00. The fax phone numbers for the organization where this application or proceeding is assigned are 703-872-9326 for regular communications and 703-872-9327 for After Final communications.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Daniel P. Stodola can be reached on 703-308-2686. Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



E.G.

August 23, 2004



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